

RESOLUTION NO. 89-179

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE BID FOR BALLISTIC VESTS
THROUGH A JOINT POWERS AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

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WHEREAS, the City Council on November 15, 1989 appropriated funds for the purchase of Safety Equipment, including ballistic vests, for the Police Department (MOU 1989-1992, 16.5). A copy of the contract proposal has been obtained from the City and County of San Francisco; the General Conditions and items covered by the contract are shown on Exhibit A.

WHEREAS, the contract is currently scheduled to expire on April 30, 1990, and covers American Body Armor Model #ABA-105, Threat Level III-A vests only.

WHEREAS, by Lodi's purchase of vests under the existing contract between San Francisco and Butler Uniforms, the savings will be in the range of \$75-100 per vest, as compared to bidding separately for the requirements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that purchase of American Body Armor ballistic vests, under San Francisco's existing purchase agreement with Butler Uniforms of Sacramento is hereby authorized.

Dated: December 20, 1989

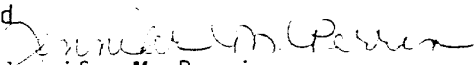
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I hereby certify that Resolution No. 89-179 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 20, 1989 by the following vote:

Ayes: Council Members - Hinchman, Olson, Pinkerton and Snider
(Mayor)

Noes: Council Members - None

Absent: Council Members - Reid


Jennifer M. Perrin
Deputy City Clerk

for Alice M. Reimche
City Clerk

89-179

RES89179/TXTA.02J



EXHIBIT A

June 28, 1989

CONTRACT EXTENSION

Contract Proposal #81801

For: Vests, Ballistic Resistant

Expires: April 30, 1990

TO VARIOUS DEPARTMENT

The above referenced contract has been extended twelve (12) months to expire on April 30, 1990, for Item one only. Item two will be purchased as needed by requisition for purchase order.

Please mark your award notices accordingly.

For further information call Marc Buchalter 554-6738.

Yours Truly


Marc Buchalter, Purchaser

6/28/1989
MB/mm

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

DEFINITIONS

1. "Purchaser" means Director of Purchasing and Services of the City and County of San Francisco. "City" means City and County of San Francisco. "Controller" and "Chief Administrative Officer" refer to those respective Officers of the City and County of San Francisco. "Contractor" means bidder to whom award is made.

BIDS

2. The Purchaser will furnish blanks for bids. Bids to receive consideration must be delivered prior to time set for bid opening.
3. Prices should be clearly written by typewriter or pen and ink.

BONDS

4. Before the acceptance of any bid, the Purchaser may require the bidder to file a corporate surety bond for the faithful performance of the contract. Bonds are subject to approval of the Controller as to sufficiency and qualifications of sureties.

ALTERNATES

5. When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered will be assumed to be the specific articles named in this document. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.

5.1 The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder the article offered will be assumed to be in accord with specifications.

ARTICLES FURNISHED

6. Articles and services covered by this document must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the California Administrative Code.

PLACE OF MANUFACTURE

7. No article furnished hereunder shall have been made in prison or by convict labor, except articles purchased for use by City's detention facilities.

CONDITION OF ARTICLES

8. Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

INSPECTIONS

9. All articles supplied shall be subject to inspection and rejection by the Purchaser or any department official charged with such duty.

SAMPLES

10. Articles offered as equal to "City sample" must fully conform thereto; said "City samples" may be inspected at the place designated by the Purchaser.

11. Samples must be furnished as required in this document. Those submitted by successful bidders may be retained for testing or check against deliveries, in which case allowance will be made to Contractor.

11.1 Each sample shall be plainly marked in a durable manner with the name of the bidder; the contract proposal number; and the item number.

11.2 Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. Sufficiency of sample will be determined by the Purchaser.

11.3 Sample shall not be enclosed with the bid, and the bid shall not be wrapped in package with sample.

DELIVERIES

12. F.O.B. destination in San Francisco unless otherwise specified by the Purchaser in this document.

AFFIRMATIVE ACTION

13. The provisions of Administrative Code Chapter 12B, as amended, (Nondiscrimination in Contracts), are incorporated herein and by reference made a part of this contract as though fully set forth. See Addendum attached hereto for nondiscrimination provisions.

14. The provisions of Administrative Code Chapter 12D, Ordinance 139-84, (Minority, Women, and Local Business Enterprises), relating to the procurement of goods and services and awarding of contracts, are incorporated herein and by reference made a part of this contract as though fully set forth. The failure of a bidder, contractor or subcontractor to comply with any of the requirements of Administrative Code Chapter 12D shall be deemed a material breach of contract.

CONTRACT INTERPRETATION — ASSIGNMENT

15. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the contract.

15.1 This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California.

15.2 Contract awarded hereunder may be assigned only with the written approval of the Purchaser.

INFRINGEMENTS — INDEMNIFICATION

16. The Contractor shall assume the defense of all claims and suits against the City, its officers and agents, for infringement of the patents, copyrights, or trade-marks of any person arising out of the use by City, its officers or agents, of any article supplied under this contract proposal, and the Contractor shall

indemnify and hold harmless the City, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.

16.1 The Contractor agrees to hold the City and County of San Francisco and/or the San Francisco Community College District harmless from any and all claims and liabilities for damages to all persons, corporations and partnerships including but not limited to employees of the Contractor and heirs of employees of the Contractor, arising out of and in the course of the performance of this agreement.

FAILURE TO DELIVER

17. When a Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the Contractor or sureties on its bond if bond has been required.

PRICE LISTS — DISCOUNTS FROM

18. When bids are to be based on the prices contained in a catalog or price list, copies shall be furnished as required herein. Contractor shall furnish additional lists as required.

18.1 Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.

18.2 Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten days advance notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached the contract may be terminated by either party.

ITEM, AGGREGATE BIDS

19. Any bidder may bid separately for any item unless otherwise provided.
20. Bidders may make offer for award in an aggregate of several or all items.

OPENING OF BIDS

21. Bids will be opened by the Purchaser at the hour and place stated in the advertisement in the presence of all bidders who attend, and bid prices will be read upon request as time permits.

21.1 Bidders may inspect the bids after tabulation.

PRICES

22. Prices quoted must be firm except as otherwise specified by the Purchaser in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified by the Purchaser herein.

AWARDS

23. The Purchaser may make awards on separate items or in an aggregate of several or all items.

24. The Purchaser reserves the right to reject any and all bids.

BUDGET AND FISCAL PROVISIONS

25. This contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by City's Controller and any amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This section shall control against any and all other provisions of this contract.

CASH DISCOUNTS — TERMS OF PAYMENT

26. Cash Discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- Discount period must be at least 30 days. Example: "1% 30 days".
- The discount period will start upon date of completion of delivery of all items on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
- Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City and County warrant or check.

26.1 Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the invoice amount in accordance with the provision of 26b and 26c above, unless otherwise provided by bidder.

26.2 It is understood and agreed that no additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

TAXES

27. City is exempt from federal excise taxes except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable, on invoices, but neither should be included in bid prices.

TERM BID — QUANTITIES

28. This is a term, indefinite quantity contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.

Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the City may dictate, provided, however, that Contractor will not be required to furnish a quantity over 25 per cent in excess of an estimate.

Requirements for use outside San Francisco may be excluded at the Purchaser's option unless otherwise provided in bid.

Purchaser reserves the right to make minor purchases of articles from other than the Contract when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the contract.

Item No.	Article			VENDOR	Price Per Unit
			Unit		
1.	<u>VEST, BALLISTIC RESISTANT</u> American Body Armor & Equipment Inc. Model #ABA-105 Threat Level III A Torso, Front, back and sides with spine and kidney protectors custom fitted for male or female as required.			Butler's Uniforms	<u>\$275.0</u>
2.	<u>VEST, BALLISTIC RESISTANT</u> American Body Armor ABA-17 Class II, Torso Front Back & Sides Color: Navy Custom Fitted for male or female as required. <u>Vendors:</u> Butler's Uniforms 333 9th St. San Francisco, CA 94103 Phone: (415) 863-8119 Contact: William Schlenker HRC Certification #11-109-30 340 Terms: 5% 30 Delivery: 60 Days <hr/> L & A Leather 1133 San Leandro Blvd. San Leandro, CA 94577 Phone: (415) 483-8969 Contact: Rita Whiteley HRC Certification #92 Terms: Net 30 Delivery: 30 Days Further information please call Mr. Marc Buchalter, Purchaser (415) 554-6738			L & A Leather	<u>\$191.0</u>

Handwritten:
 406 755 1654
 820-200-007-1